

# **EXHIBIT J**

1 THE UNITED STATES DISTRICT COURT  
2 IN AND FOR THE DISTRICT OF DELAWARE

3 - - -

4 HONEYWELL INTERNATIONAL, INC. : CIVIL ACTIONS  
5 et al. :  
6 Plaintiffs, :  
7 v. :  
8 AUDIOVOX COMMUNICATIONS CORP., :  
9 et al. : NO. 04-1337 (KAJ)  
10 Defendants. :  
11 -----

12 HONEYWELL INTERNATIONAL, INC. :  
13 et al. :  
14 Plaintiffs, :  
15 v. :  
16 APPLE COMPUTER, INC., et al., :  
17 Defendants. : NO. 04-1338 (KAJ)  
18 -----

19 OPTREX AMERICA, INC., :  
20 Plaintiff, :  
21 v. :  
22 HONEYWELL INTERNATIONAL, INC. :  
23 et al. : NO. 04-1536 (KAJ)  
24 Defendants. :  
25 -----

26 Wilmington, Delaware  
27 Monday, March 13, 2006 at 10:00 a.m.  
28 TELEPHONE CONFERENCE

29 - - -

30 BEFORE: HONORABLE KENT A. JORDAN, U.S.D.C.J.

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## APPEARANCES:

ASHBY &amp; GEDDES

BY: STEVEN J. BALICK, ESQ.

and

MORRIS NICHOLS ARSHT &amp; TUNNELL

BY: THOMAS C. GRIMM, ESQ.,

and

ROBINS KAPLAN MILLER &amp; CIRESI, L.L.P.

BY: MARTIN R. LUECK, ESQ., and  
MATTHEW L. WOODS, ESQ., and  
STACIE E. OBERTS, ESQ.  
(Minneapolis, Minnesota)

and

HONEYWELL INTERNATIONAL

BY: J. DAVID BRAFMAN, ESQ.

Counsel on behalf of Honeywell  
International, Inc., and Honeywell  
Intellectual Properties, Inc.

YOUNG CONAWAY STARGATT &amp; TAYLOR

BY: KAREN L. PASCALE, ESQ.

and

OBLON SPIVAK McCLELLAND MAIER &amp; NEUSTADT, P.C.

BY: RICHARD D. KELLY, ESQ., and  
ANDREW M. OLLIS, ESQ.  
(Alexandria, Virginia)

Counsel for Optrex America, Inc.

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## APPEARANCES: (Continued:

YOUNG CONAWAY STARGATT &amp; TAYLOR

BY: JOHN W. SHAW, ESQ.

Local counsel for below-listed defendants

and

KENYON &amp; KENYON

BY: ROBERT L. HAILS, ESQ.  
(Washington, District of Columbia)

and

KENYON &amp; KENYON

BY: JOHN FLOCK, ESQ.  
(New York, New York)Counsel for Sony Corporation, and Sony  
Corporation of America

and

PAUL HASTINGS JANOFSKY &amp; WALKER, LLP

BY: PETER J. WIED, ESQ.  
(Los Angeles, California)

Counsel for Quanta Display Inc.

RICHARDS LAYTON &amp; FINGER

BY: JEFFREY L. MOYER, ESQ.

and

WEIL GOTSHAL &amp; MANGES

BY: DAVID J. LENDER, ESQ., and  
STEPHEN J. RIZZI, ESQ.  
(New York, New York)Counsel for Matsushita Electrical  
Industrial Co. and Matsushita  
Electrical Corporation of America

3

## APPEARANCES: (Continued)

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BY: JOEL FRIEDLANDER, ESQ.

and

HOGAN &amp; HARTSON

BY: DAVID H. BEN-MEIR, ESQ.  
(Los Angeles, California)Counsel for Citizen Watch Co., Ltd.;  
Citizen Displays Co., Ltd.

SMITH KATZENSTEIN &amp; FURLOW

BY: JOELLE ELLEN POLESKY, ESQ.

and

HOGAN &amp; HARTSON, LLP

BY: ROBERT J. BENSON, ESQ.  
(Los Angeles, California)Counsel for Seiko Epson Corp.,  
Kyocera Wireless Corp.

FISH &amp; RICHARDSON, P.C.

BY: WILLIAM J. MARSDEN, ESQ.

Counsel for ID Tech; International  
Display Technology USA Inc.

CONNOLLY BOVE LODGE &amp; HUTZ

BY: GERARD M. O'ROURKE, ESQ.

Counsel for AU Optronics Corp. and  
AU Optronics Corp. of America

TROP PRUNER &amp; HU

BY: DAN C. HU, ESQ.  
(Houston, Texas)

Counsel for Arima Display

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## APPEARANCES: (Continued)

FISH &amp; RICHARDSON, P.C.

BY: THOMAS L. HALKOWSKI, ESQ.

Local counsel for below-listed defendants

and

FISH &amp; RICHARDSON, P.C.

BY: JOHN T. JOHNSON, ESQ., and  
(New York, New York)

Counsel for Casio, Inc., Casio Computer

and

FISH &amp; RICHARDSON, P.C.

BY: KELLY C. HUNSAKER, ESQ.  
(Redwood City, California)

Counsel for Apple Computer Inc.

and

FISH &amp; RICHARDSON, P.C.

BY: ANDREW R. KOPSIDAS, ESQ.  
(Washington, District of Columbia)

Counsel for Nokia, Inc.

RICHARDS LAYTON &amp; FINGER

BY: CHAD M. SHANDLER, ESQ.

and

HARRIS BEACH, LLP

BY: NEAL L. SLIFKIN, ESQ.  
(Pittsford, New York)

Counsel for Eastman Kodak

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8

1 APPEARANCES: (Continued)

2 POTTER ANDERSON & CORROON, LLP  
3 BY: RICHARD L. HORWITZ, ESQ.

4 Local counsel below-named defendants

5 and

6 FINNEGAN HENDERSON FARABOW GARRETT & DUNNER, LLP  
7 BY: BARRY W. GRAHAM, ESQ.  
(Washington, District of Columbia)

8 Counsel for Nikon Corporation, Nikon Inc.

9 and

10 MILBANK TWEED HADLEY & McCLOY, LLP  
11 BY: CHRISTOPHER E. CHALSEN, ESQ.  
(New York, New York)

12 Counsel for Fujitsu Limited, Fujitsu  
13 America, Inc., Fujitsu Computer Products  
14 of America, Inc.

15 and

16 FINNEGAN HENDERSON FARABOW GARRETT & DUNNER, LLP  
17 BY: YORK FAULKNER, ESQ.  
(Reston, Virginia)

18 and

19 FINNEGAN HENDERSON FARABOW GARRETT & DUNNER, LLP  
20 BY: ELIZABETH A. NIEMEYER, ESQ.  
(Washington, District of Columbia))

21 Counsel for Toppoly Optoelectronics, Wintek  
22 Corp., Wintek Electro-Optics Corporation

23 and

1 APPEARANCES: (Continued)

2 POTTER ANDERSON & CORROON, LLP  
3 BY: PHILIP A. ROVNER, ESQ.

4 and

5 STROOCK & STROOCK & LAVAN LLP  
6 BY: LAWRENCE ROSENTHAL, ESQ.  
(New York, New York)

7 Counsel for Fuji Photo Film Co., Ltd.  
8 and Fuji Photo Film U.S.A. Inc.

9 CONNOLLY BOVE LODGE & HUTZ  
10 BY: N. RICHARD POWERS, ESQ.

11 Counsel on behalf of Sony Ericsson AB  
12 and Sony Ericsson, Inc.

13 Brian P. Gaffigan  
14 Registered Merit Reporter

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# 16 P R O C E E D I N G S

17 REPORTER'S NOTE: The following telephone  
18 conference was held in chambers, beginning at 10:00 a.m.)

19 THE COURT: Hi, this is Judge Jordan. Why don't  
20 we go ahead and take what I expect will be a lengthy roll

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1 APPEARANCES: (Continued)

2 HOWREY, LLP  
3 BY: NELSON M. KEE, ESQ.  
4 (Washington, District of Columbia)

5 Counsel for Philips Electronics  
6 North America Corp.

7 and

8 PAUL HASTINGS JANOWSKY & WALKER, LLP  
9 BY: ELIZABETH L. BRANN, ESQ.  
(San Diego, California)

10 Counsel for Samsung SDI

11 and

12 BAKER BOTTS, L.L.P.  
13 BY: NEIL P. SIROTA, ESQ., and  
14 ROBERT MAIER, ESQ.  
(New York, New York)

15 Counsel for Hitachi, Ltd., Hitachi  
16 Displays, Ltd., Hitachi Display Devices,  
17 Ltd., Hitachi Electronic Devices (USA),  
18 Inc.

19 and

20 BAKER & MCKENZIE, LLP  
21 BY: KEVEN M. O'BRIEN, ESQ.  
(Washington, District of Columbia)

22 Counsel for Boe-Hydis Technology

23 DUANE MORRIS  
24 BY: MATTHEW NEIDERMAN, ESQ.

25 Counsel for Audiovox Communications Corp.

1 call? We'll start with the plaintiff and I need to have  
2 counsel identify; and given the numbers that I expect are on  
3 this call, you don't have to identify everybody but I'll  
4 need to know who is speaking for what party. So please  
5 identify yourself, the law firm that you are with and the  
6 client you are representing if you are going to be speaking  
7 for that client; all right?

8 MR. GRIMM: Good afternoon, Your Honor. This  
9 is Tom Grimm at Morris Nichols. I represent Honeywell; and  
10 on the line with me this morning from Robins Kaplan firm  
11 are Marty Lueck and Matt Woods who will be speaking for  
12 Honeywell. Joining them are Stacie Roberts from their firm  
13 and also Honeywell Intellectual Property Counsel David  
14 Brafman.

15 I also may have -- I represent Honeywell in the  
16 04-1338 case. Ashby Geddes represents them in the 04-1337  
17 case, specifically Steve Balick and John Day.

18 MR. DAY: Yes, John Day is on the phone for  
19 Honeywell in 1337.

20 THE COURT: All right. Thanks.

21 Why don't we just start now through the  
22 defendants and in no particular order but hopefully politely  
23 with no elbows being thrown, go ahead and identify who is on  
24 the call for me, please.

25 MR. HALKOWSKI: Yes, Your Honor. This is Tom

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1 Halkowski with Fish & Richardson. I guess I'll start  
 2 off. On the phone should be Kelly Hunsaker who will be  
 3 representing Apple Computer. And the other folks that are  
 4 on the phone from Fish & Richardson include John Johnson  
 5 representing the Casio defendants, and Andrew Kopsidas  
 6 representing the Nokia defendants. And I believe William  
 7 Marsden is also on the phone representing a new defendant.  
 8 MR. MARSDEN: Yes, Your Honor. William Marsden  
 9 from Fish & Richardson on the phone for International  
 10 Display Technology and International Display Technology USA.  
 11 THE COURT: All right. I'm sure we got others  
 12 so please continue. Who else do we have?  
 13 MR. ROVNER: Your Honor, this is Phil Rovner  
 14 from Potter Anderson on behalf of Fuji Photo. And with me  
 15 on the line I believe is Larry Rosenthal from Stroock &  
 16 Stroock & Lavan in New York.  
 17 MR. HORWITZ: Your Honor, this is Rich Horwitz,  
 18 also from Potter Anderson. We didn't get a chance to take  
 19 a roll call before calling chambers so I'm not sure with  
 20 respect to all of the defendants I represent who is on the  
 21 call. I know for Toppoly and Wintek, York Faulkner and  
 22 Elizabeth Niemeyer are on from Finnegan Henderson.  
 23 I am also representing on the call Philips, I  
 24 don't know if someone from Howrey is on the line.  
 25 MR. KEE: And Nelson Kee is on the line from

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1 Philips.  
 2 MR. HORWITZ: For Samsung with Paul Hastings.  
 3 MS. BRANN: Elizabeth Brann from Paul Hastings  
 4 is on for Samsung SDI.  
 5 MR. HORWITZ: With Hitachi, I know Neil Sirota  
 6 and Robert Maier are on the line from Baker Botts.  
 7 THE COURT: All right. You will need to speak  
 8 up a little bit, Mr. Horwitz.  
 9 MR. HORWITZ: All right. For Hitachi, Neil  
 10 Sirota and Robert Maier from Baker Botts are also on the  
 11 line.  
 12 For Hannstar, I'm not sure who else is on the  
 13 line. I may be handling that myself.  
 14 And for Boe-Hydus, Kevin O'Brien in from Baker &  
 15 MacKenzie.  
 16 MR. O'BRIEN: Yes, this is Kevin O'Brien in for  
 17 Baker & McKenzie for Boe-Hydus.  
 18 THE COURT: All right. Thank you. Who else do  
 19 we have?  
 20 MR. NEIDERMAN: Your Honor, Matt Neiderman of  
 21 Duane Morris for Audiovox Communications Corp.  
 22 THE COURT: All right. Next.  
 23 MS. POLESKY: Joelle Polesky from Smith  
 24 Katzenstein & Furlow on behalf of Seiko Epson and Sanyo  
 25 Epson Imaging Devices. And on the line with me should be my

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1 co-counsel, Robert Benson from Hogan & Hartson.  
 2 MR. BENSON: Yes, I'm here.  
 3 THE COURT: All right. Who else?  
 4 MR. FRIEDLANDER: Your Honor, from Bouchard  
 5 Margules & Friedlander, Joel Friedlander on behalf of  
 6 Citizen Watch and Citizen Displays. With me on the line  
 7 is my co-counsel David Ben-Meir from Hogan & Hartson. We  
 8 represent Citizens in the 05-874 matter.  
 9 MR. POWERS: Your Honor, Richard Powers for Sony  
 10 Ericsson Mobile Communications AB and Sony Ericsson Mobile  
 11 Communications USA Inc.  
 12 THE COURT: Okay.  
 13 MS. PASCALE: Your Honor, Karen Pascale from  
 14 Young Conaway Stargatt & Taylor for Optrex America Inc.; and  
 15 we should have on the line from the Oblon Spivak firm, Andy  
 16 Ollis and Dick Kelly.  
 17 THE COURT: All right.  
 18 MR. SHAW: Your Honor, John Shaw at Young  
 19 Conaway. At Kenyon & Kenyon for Sony Corporation and Sony  
 20 Corporation of America is John Flock and Robert Hails. And  
 21 also on the line for Quanta Display from Paul Hastings is  
 22 Peter Weid.  
 23 THE COURT: Okay. Who else do we have?  
 24 MR. MOYER: Your Honor, this is Jeff Moyer of  
 25 Richard Layon on behalf of Matsushita. I have my co-counsel

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1 David Lender from Weil Gotshal & Manges on the phone.  
 2 MR. RIZZI: Stephen Rizzi from Weil Gotshal is  
 3 here as well as for Matsushita and Panasonic North America  
 4 Corporation of America.  
 5 THE COURT: All right. Anybody else?  
 6 MR. SHANDLER: Your Honor, from Richards Layton  
 7 & Finger, Chad Shandler on behalf of Eastman Kodak. With me  
 8 is Neil Slifkin from Harris Beach.  
 9 THE COURT: Okay.  
 10 MR. ROVNER: Your Honor, Jerry O'Rourke from  
 11 Connolly Bove Lodge & Hutz on behalf of AU Optronics Corp.  
 12 and AU Optronics America Corp.  
 13 THE COURT: Thank you.  
 14 MR. CHALSEN: Your Honor, this is Chris Chalsen.  
 15 I'm from Milbank in New York for the Fujitsu defendants.  
 16 THE COURT: Anybody on with you locally?  
 17 MR. CHALSEN: Yes, Rich Horwitz.  
 18 THE COURT: All right. Thanks. Anybody else  
 19 on? Other parties?  
 20 MR. GRAHAM: Your Honor, this is Barry Graham  
 21 at Finnegan Henderson representing two of the stayed  
 22 defendants, Nikon Corporation, Nikon Inc. I don't know if I  
 23 need to identify myself because I'm sitting in the gallery;  
 24 and local counsel is Rich Horwitz.  
 25 THE COURT: All right. Thanks.

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1 So am I correct that we've got all the  
2 manufacturer defendants and Optrex and Honeywell identified  
3 at this point?

4 MR. HU: Your Honor, this is Dan Hu from Trop  
5 Pruner & Hu for Arima Display.

6 THE COURT: All right. Well, I'm going to take  
7 it at this point that we got everybody unless somebody pipes  
8 up now and tells me I got that wrong; okay? And I have to  
9 say this is an experiment to see whether we can actually  
10 have teleconferences in this case. Just the introduction  
11 makes me wonder whether that is feasible or not. It's an  
12 expensive thing to get everybody together but with this  
13 many folks, teleconferences might be so unwieldy as to be  
14 unworkable but we'll give this a shot.

15 First, before we turn to scheduling, there are a  
16 couple of motions hanging here that I want to address very  
17 quickly. I have a motion for leave to file a third-party  
18 complaint that was filed by Nokia. Is Nokia on?

19 MR. KOPSIDAS: Yes, Your Honor. Andrew Kopsidas  
20 from Fish & Richardson for Nokia.

21 THE COURT: Okay. And I had a letter several  
22 months ago from Mr. Marsden in this regard and the  
23 indications were that this motion to file a third-party  
24 complaint was not objected to. Is that correct?

25 MR. KOPSIDAS: That's correct, Your Honor.

15

1 THE COURT: Well, I'm not sure quite how things  
2 will work by granting this at this stage because how you  
3 would proceed with a third-party complaint at this juncture  
4 is not clear to me given the way we're trying to stage the  
5 case.

6 Can you take just a moment and tell me about  
7 that? Did you have something in mind about pursuing these  
8 claims immediately or was this something that you felt like,  
9 well, we need to get on file or what was thinking?

10 MR. KOPSIDAS: Your Honor, this is a motion  
11 that was filed really before the last status conference,  
12 I believe when the Court issued its guidance as to  
13 restructuring the case. Since then, Honeywell has filed  
14 its amended complaint naming a whole bunch of manufacturer  
15 defendants and all of the parties that we intended to  
16 in-plead prior to that point have since been named in the  
17 complaint. So I believe it's actually a moot issue at this  
18 point.

19 THE COURT: That's what I need to know. Thanks.  
20 So we'll deal with that by saying denied as moot and done.

21 The other motion is a motion to bifurcate -- and  
22 we'll take that up in the course of the discussion that  
23 we're going to have today -- motion to bifurcate liability  
24 and damages that was filed by Toshiba. But let me start by  
25 asking first, who is speaking on behalf of Honeywell this

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1 morning?

2 MR. LUECK: Marty Lueck, Your Honor.

3 THE COURT: Mr. Lueck.

4 MR. LUECK: Yes, Your Honor.

5 THE COURT: Has my October 7, '05 order been  
6 complied with at this point? There were several things that  
7 I directed be accomplished to try to move things forward and  
8 I'd appreciate if you could take a moment and give me an  
9 update on that.

10 MR. LUECK: Your Honor, we do not. We still do  
11 not have complete information from the defendants on that  
12 order.

13 THE COURT: Well, why don't we do this? First,  
14 do you happen to have that order in front of you?

15 MR. LUECK: I can get it, Your Honor, if you  
16 give me just one moment.

17 THE COURT: All right.

18 MR. LUECK: And, Your Honor, while I'm getting  
19 it, could I just go back to the Toshiba motion for a moment?

20 THE COURT: Sure.

21 MR. LUECK: I believe that motion is mooted by  
22 resolution of the issues between Honeywell and Toshiba.

23 THE COURT: Does anybody on the call disagree  
24 with that assessment?

25 I'm hearing no one. Okay. We'll take that

17

1 as --

2 MR. HORWITZ: Your Honor, this is Rich  
3 Horwitz. I'm local counsel for Toshiba, which is one of  
4 the defendants. I'm not exactly sure what Mr. Lueck is  
5 referring to, if it's something other than the fact that the  
6 case is made against them. I think some of the issues that  
7 were raised in that motion were raised in the scheduling  
8 order generally as to staging of trial and that may be come  
9 up in the context of the scheduling order rather than in the  
10 context of that specific motion.

11 THE COURT: Well, you're right, it may, but here  
12 is what I need to do. I've got a specific motion to deal  
13 with, and I hear Mr. Lueck telling me that the case against  
14 Toshiba has -- maybe I'm misreading it -- has been either  
15 stayed or resolved. You tell me. Therefore, that an issue  
16 of bifurcation with respect to Toshiba is at this point  
17 moot. Is that right or wrong, Mr. Horwitz?

18 MR. HORWITZ: All I'm saying is if it's based on  
19 the stay, I agree that the case is stayed against them. If  
20 it's based on anything else, Your Honor, I just don't have  
21 information.

22 THE COURT: Mr. Lueck? Are you there,  
23 Mr. Lueck?

24 MR. LUECK: Yes, I am, Your Honor.

25 THE COURT: Is it --

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1 MR. LUECK: I believe we have resolved the  
2 issues with Toshiba as to their module making activities,  
3 and so they would still be stayed as to their customer  
4 activities but it's our understanding that the motion itself  
5 would be mooted as a result of that. Certainly, the issue  
6 still remains as part of the scheduling conference.  
7 THE COURT: Yes, it does. Well, here is what  
8 I'm going to do. I'm going to deny this without prejudice  
9 to leave for Toshiba to re-file because I think it may well  
10 be mooted by the scheduling that we're going to be dealing  
11 with and, in any event, the case against them is stayed at  
12 this point.  
13 So is there anything you want to put on the  
14 record in response to that ruling, Mr. Horwitz?  
15 MR. HORWITZ: No, Your Honor.  
16 THE COURT: All right. Now, Mr. Lueck, are you  
17 in a position to talk about the October '05 order?  
18 MR. LUECK: Yes, I am, Your Honor.  
19 THE COURT: All right. And we just have to  
20 reorient ourselves. This was an order with six numbered  
21 paragraphs in it.  
22 Did we get accomplished what was supposed to be  
23 accomplished out of paragraph 1?  
24 MR. LUECK: With the exception of; going down to  
25 sub-part C, Your Honor; the identification of other versions

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1 of the identified products that include LCD modules with  
2 substantially the same structure. We have not accomplished  
3 that with the customer defendants.  
4 THE COURT: Otherwise, it's done?  
5 MR. LUECK: Yes, Your Honor.  
6 THE COURT: Does anybody on this call want to  
7 take issue with that assertion?  
8 All right. I'm not --  
9 MR. HORWITZ: Your Honor, again on behalf of a  
10 number of customer defendants who aren't participating in  
11 the call, I'm not sure what Mr. Lueck is referring to when  
12 he says things weren't accomplished. I don't know of any  
13 back-and-forth disputes that were outstanding. Perhaps I  
14 wasn't copied on correspondence from Honeywell's counsel.  
15 THE COURT: Well, let me be more clear. And  
16 this is not designed to put anybody in the dock for failing  
17 to do something or not do something. At this stage, I'm  
18 just trying to figure out what has been done and what hasn't  
19 without assigning blame in any fashion for what has been  
20 done or hasn't. So my question more precisely put is not  
21 with respect to what hasn't been done in this subparagraph C  
22 but with respect to what manufacturer Lueck says has been  
23 accomplished, does anybody on this call disagree, other than  
24 this sub C, what was asked to be done has been done?  
25 All right. Mr. Lueck, as to paragraph 2.

20

1 MR. LUECK: Yes, Your Honor. That has been  
2 accomplished.  
3 THE COURT: All right. Again, does anybody on  
4 the call have a disagreement with that?  
5 Paragraph 3.  
6 MR. LUECK: We believe that has been  
7 accomplished, Your Honor.  
8 THE COURT: Once again, does anybody on the call  
9 disagree with that assertion?  
10 All right. Now, we have a stay in place under  
11 paragraph 4.  
12 Paragraph 5, has that been accomplished yet?  
13 MR. LUECK: Your Honor, I believe that has been  
14 largely accomplished. There is one outstanding issue which  
15 I think we have handled but we have three defendants whom  
16 we've been unable to serve because they wouldn't waive  
17 formal process. And as to those three defendants, we have  
18 agreed with the other defendants in this case that we should  
19 simply sever those defendants and proceed.  
20 THE COURT: Now, what --  
21 MR. LUECK: I can give Your Honor the names.  
22 THE COURT: Please do.  
23 MR. LUECK: They are All Around Company Limited.  
24 THE COURT: Tell me, if you would, if you know,  
25 what type of entity it is and what its source or what

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1 country or state it's organized under.  
2 MR. LUECK: All Around Company is I believe a  
3 Taiwan company, and it is a manufacturing defendant.  
4 THE COURT: All right. Next.  
5 MR. LUECK: The next one; and I believe all  
6 of these are Taiwan companies, Your Honor; is Innolux,  
7 I-N-N-O-L-U-X, Display Corporation. Again, a manufacturing  
8 defendant.  
9 And Picvue, P-I-C-V-U-E, Electronics Limited;  
10 again, a Taiwan manufacturing defendant.  
11 THE COURT: All right. So how many does that  
12 leave as manufacturer defendants? And in that, kindly  
13 include not just the ones you sued but the ones who sued  
14 you.  
15 MR. LUECK: That would be 19 manufacturing  
16 groups or families. And for the purpose of a group or a  
17 family we've treated, you know, companies that are more or  
18 less under the same corporate umbrella as one.  
19 THE COURT: Is there agreement by the parties  
20 that your grouping is one they can live with and believe is  
21 accurate?  
22 MR. LUECK: I can't say for certain, Your Honor.  
23 THE COURT: Then let's do this. Let's take the  
24 time for you to just put on the record who the families are  
25 and then if there is any disagreement with it, I'll know it



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1 because someone will be in a position to have to respond to  
2 it.

3 MR. LUECK: The families that -- I'm sorry. The  
4 families that we are referring to, Your Honor, are Casio.

5 THE COURT: Which include?

6 MR. LUECK: I'm sorry.

7 THE COURT: And I want you to tell me who are  
8 including in this family, so give me the "family name" and  
9 then give me of the defendants who you think fall into that  
10 grouping.

11 MR. LUECK: Okay. It may take me just a moment  
12 because I don't have a list put together that way but I  
13 think I can do it.

14 Casio would be Casio Computer Company Limited,  
15 and Casio Inc.

16 Then there would be Fuji, which would include  
17 Fuji Photo Film. Let me say that again. I'm sorry. Fuji  
18 Photo Film Company Limited, Fuji Photo Film USA Inc. Those  
19 are the two in that group.

20 Then Matsushita, which is Matsushita Electrical  
21 Industrial Company and Matsushita Electrical Corporation of  
22 America.

23 Then Sony, which includes Sony Corporation, Sony  
24 Corporation of America, and ST Liquid Crystal Display Corp.

25 The next group is Optrex, which is simply Optrex

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1 America.

2 Then Seiko Epson. That's also a stand-alone as  
3 I'm looking at the caption.

4 Next is AU Optronics Corp. and AU Optronics  
5 Corporation of America. That's a group.

6 Then Boe-Hydis Technology Company.

7 Then next is Citizen Watch, which is Citizen  
8 Watch Company and Citizen Displays Company Limited.

9 Then we have Hannstar Display Corporation which  
10 is a single defendant.

11 Then the Hitachi group. The Hitachi group is  
12 Hitachi Limited, Hitachi Displays Limited, Hitachi Display  
13 Devices Limited and Hitachi Electronic Devices USA Inc.

14 Then we have International Display Technology  
15 and International Display Technology USA Inc.

16 Next is the Philips group, which is Koninklijke,  
17 Philips Electronics NV, Philips Consumer Electronics North  
18 America, and Philips Electronics North America.

19 MR. KEE: Philips has a point to raise about  
20 this issue.

21 THE COURT: All right. What is that?

22 MR. KEE: Philips Consumer is not a -- is a  
23 division of Philips Electronics. It's not a separate legal  
24 entity.

25 MR. LUECK: Okay.

24

1 THE COURT: All right. By the way, I need to  
2 have that last speaker please identify yourself for the  
3 record.

4 MR. KEE: This is Nelson Kee of Howrey  
5 representing Philips.

6 THE COURT: All right.

7 MR. KEE: And we noted that in our answer.

8 THE COURT: All right. Mr. Lueck.

9 MR. LUECK: The next single defendant we have is  
10 Quanta Display Inc.

11 Then we have the Samsung group, which is Samsung  
12 SDI Limited and Samsung SDI America Inc.

13 And that also includes, which is combined with  
14 Sony -- or excuse me. Excuse me one moment, Your Honor.

15 Sorry. The list I was looking at, I already  
16 mentioned St Liquid Crystal Display. That is part of Sony,  
17 Your Honor. My apologies.

18 THE COURT: All right.

19 MR. LUECK: The next one is Toppoly  
20 Optoelectronics Corp. That's a single defendant.

21 Then we have the Wintek group, which is Wintek  
22 Corp. and Wintek Electro-Optics Corporation.

23 MS. NIEMEYER: Your Honor.

24 THE COURT: Yes. Yes.

25 MS. NIEMEYER: Hi, this is Elizabeth Niemeyer

25

1 with Finnegan Henderson for Wintek. We don't have any  
2 objection to being identified as a family for purposes of  
3 this litigation so we just want to make sure that it's not  
4 treated as a waiver for any future litigation issues in  
5 other cases.

6 THE COURT: In other cases?

7 MS. NIEMEYER: Yes.

8 THE COURT: Well, fortunately I don't have to  
9 deal with any other cases. That's fine for you to put that  
10 on the record but I'm just trying to find out who is getting  
11 treated as lumped in the cases, these consolidated cases  
12 before me right now. Okay?

13 MS. NIEMEYER: Okay. Thank you, Your Honor.

14 THE COURT: Thanks. Go ahead, Mr. Lueck.

15 MR. LUECK: No. 18 is Sanyo Epson Imaging  
16 Devices Corporation.

17 MR. BENSON: Your Honor, this is Robert Benson  
18 from Hogan & Hartson. I believe Sanyo Epson should probably  
19 be grouped with Seiko Epson.

20 THE COURT: All right.

21 MR. LUECK: That's fine with us, Your Honor.

22 THE COURT: Okay.

23 MR. LUECK: And the last one is Arima Display.

24 So with the Sanyo clarification, that is part of Seiko, I

25 believe we have 18, in our view, Your Honor, 18



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1 manufacturing families or groups.  
 2 THE COURT: Okay. Does anybody on the call,  
 3 other than those folks who have already spoken up with  
 4 issues, take issue at all with the description now of the  
 5 universe of manufacture defendants that we're dealing with?  
 6 MR. RIZZI: Yes, Your Honor. This is Stephen  
 7 Rizzi from Weil Gotshal for the Matsushita defendants. We  
 8 had raised an issue with the Court in January concerning  
 9 a disagreement with Honeywell as to the status of the  
 10 Matsushita defendants. In our view, the Matsushita  
 11 defendants should be treated as customer defendants under  
 12 the Court's October 2005 order. And I believe Your Honor  
 13 had indicated that was also to be taken up on today's call.  
 14 THE COURT: Is there anybody else in that same  
 15 boat?  
 16 MR. SIROTA: Your Honor, good morning. Neil  
 17 Sirota for Hitachi.  
 18 THE COURT: Yes.  
 19 MR. SIROTA: And we do not believe that all four  
 20 of the defendants that have been termed "manufacturers"  
 21 would actually fall into that category. And, Your Honor,  
 22 we submitted a letter alerting the Court to that issue and  
 23 hopefully we'll be able to resolve it on our own.  
 24 THE COURT: I did see your letter, yes. Thank  
 25 you.

27

1 Anybody else?  
 2 MR. FLOCK: Yes, Your Honor. This is John Flock  
 3 for the Sony entities. There is a motion to dismiss one of  
 4 the entities, ST LCD for lack of personal jurisdiction and  
 5 the pending motion will not be completed in its briefing  
 6 until later this week.  
 7 THE COURT: All right. The last shot. Anybody  
 8 else?  
 9 Okay. Given that the meter spinning wildly  
 10 given the number of lawyers that we have on this call, let  
 11 me ask this: Is there any opposition amongst any of the  
 12 other defendants to my taking up the position of Matsushita  
 13 in a separate discussion after this generalized call? And  
 14 I'll ask the Matsushita and Honeywell people that in a  
 15 moment but first I want to know whether anybody else has  
 16 an issue with that?  
 17 I hear nothing in that regard.  
 18 Okay. Matsushita defendants, do you have a  
 19 problem with our taking that up in a separate discussion?  
 20 MR. RIZZI: Stephen Rizzi, Your Honor. That's  
 21 fine.  
 22 THE COURT: All right. Mr. Lueck? Any problem  
 23 with our taking that up in a separate discussion?  
 24 MR. LUECK: No, Your Honor. We believe that  
 25 makes sense.

28

1 THE COURT: All right. We'll do that. I'll ask  
 2 you to make a call, in fact, Mr. Grimm at an opportune time,  
 3 if you would, and schedule that with Ms. Stein; all right?  
 4 MR. GRIMM: Certainly.  
 5 THE COURT: Thank you.  
 6 Okay. So for purposes of discussion only and  
 7 without prejudice to Matsushita's position; okay? I'm not  
 8 saying one way or another that I believe you are in or out  
 9 of this case but to have a number to use, I'm going to use  
 10 the 18. Let me first ask whether any thought had been given  
 11 to the position advanced -- and, Honeywell, I'm asking you  
 12 this question -- the position advanced by the manufacturer  
 13 defendants generally other than Optrex that this is a case  
 14 where validity and unenforceability issues are the common  
 15 issues and should be addressed first.  
 16 MR. LUECK: Yes, Your Honor. We believe that  
 17 there should be a trial that addresses all of the liability  
 18 issues and we believe there will be a great deal of  
 19 commonality with those issues once discovery and claim  
 20 construction is completed. And on the infringement side in  
 21 particular, Your Honor, I would point out that we think the  
 22 invention and the claims are pretty straightforward with  
 23 just the light source, two lens arrays, an LCD panel  
 24 configuration. Therefore, we believe it would be economical  
 25 to address that issue as well.

29

1 THE COURT: Even though there are 18  
 2 different groups of manufacturers, you think it's pretty  
 3 straightforward, huh?  
 4 MR. LUECK: I do, Your Honor.  
 5 THE COURT: All right. Well, without hearing a  
 6 course all at once, who wants to weigh in on behalf of the  
 7 manufacturer defendants on that front?  
 8 MR. ROVNER: Your Honor, this is Phil Rovner.  
 9 I'm representing, along with Stroock & Stroock & Levan,  
 10 Fuji Photo but I have been nominated to speak for the  
 11 manufacturer defendant group, as much as one person can  
 12 speak for the large group that we have. So I'll do my best.  
 13 Frankly, we are surprised that Honeywell would  
 14 come forward with basically the exact same proposal that was  
 15 rejected almost ten months to the day when we were before  
 16 you in May of 2005. In that case, in that time, they were  
 17 about the same number of defendants and in your opinion of  
 18 May 18, 2005, you wrote, "it is impracticable to try an  
 19 infringement case against 40-some defendants or third-party  
 20 defendants with many different accused devices."  
 21 Well, all that we have now is about the same  
 22 number of defendants; we have 35 total and 18 families; but  
 23 all that has been done is that the names have been replaced  
 24 and it's just as impracticable today as it was 10 months  
 25 ago. So the manufacturer defendants believe that the only

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1 way to go at this point is our proposal, which is to try  
2 the common issues, the true common issues which we believe  
3 are invalidity and unenforceability, and that is what our  
4 proposal sets forth.

5 THE COURT: Now, let me ask a question of you.  
6 Have you given any thought to whether, if I  
7 were to accept your suggestion in that regard, how I would  
8 nevertheless manage a case with this many defendants? In  
9 other words, Optrex is making the pitch, hey, let us step  
10 out front first and we'll carry the torch for everybody.  
11 And you folks evidently think that is not a good idea. But  
12 have you thought of what other things might be done besides  
13 having 18 groups of companies with platoons of lawyers for  
14 everybody in the courthouse or some third location or some  
15 other different location, because trying it in this facility  
16 would be perhaps impracticable?

17 MR. ROVNER: Well, on behalf of the manufacturer  
18 defendants, we believe that with a lot of effort, we could  
19 try the true common issues with the defense group that we  
20 have; and we believe that would be the most efficient way  
21 because you would have the most parties at trial. And as I  
22 keep saying, the true common issues, that we believe could  
23 be done. And that's why we certainly considered Honeywell's  
24 proposal and we considered Optrex's; but we believe for the  
25 great bulk of the defendants, our proposal, which is set

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1 forth in the proposal that was provided to Your Honor last  
2 week, is the one that would be the best for all concerned.

3 THE COURT: All right. Optrex, I'll give you a  
4 chance to weigh in here; and then I'll turn back to you,  
5 Mr. Lueck.

6 MR. KELLY: Your Honor, this is Dick Kelly for  
7 Optrex.

8 Optrex doesn't believe that you can have a trial  
9 with 18 defendants even if the so-called common issues are  
10 there. There are going to be differences of opinion as to  
11 what prior art to play and other things.

12 Second, I just wonder how are you going to  
13 schedule something like that. This case has been going  
14 on almost a year and-a-half now and we're no closer to  
15 resolution than when the complaint was filed and Optrex  
16 would like to get it over, and over as quickly as possible,  
17 and we don't see that happening if this case is going to  
18 have 18 or 19, whatever it winds up being, defendants at a  
19 trial, even a trial on the so-called common issues.

20 THE COURT: Okay. Mr. Lueck.

21 MR. LUECK: Yes, Your Honor. I think, you know,  
22 when we went back and set this structure up, the idea was  
23 putting the manufacturing defendants in to stand in place  
24 of the customer defendants on some of these issues would  
25 streamline matters and speed up the resolution. We believe

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1 that that can be accomplished. We think the issues of  
2 validity are common and the issues of infringement.

3 Essentially, I recognize there are some differ-  
4 ences in some of the ways that the invention is implemented  
5 but overall the claim is really not complicated. And I  
6 don't believe the proofs on that issue will be terribly  
7 complicated.

8 THE COURT: All right.

9 MR. LUECK: And --

10 THE COURT: Well, I got your position. Thanks.

11 I have to say, bluntly, it's unworkable and it's  
12 not going to happen. We're not taking this case to trial  
13 on all issues against all defendants. We will take it to  
14 trial on common issues in the first instance: validity and  
15 unenforceability.

16 The only question I have in my mind is whether  
17 it's really possible to try this case with all these people  
18 at once. And I think it more likely than not that it is not  
19 a practical way to approach it. And something that the  
20 parties ought to be talking about is if there are, if there  
21 is a logical group to stand in first. And this may be an  
22 impossible thing to ask the people on this call to do,  
23 certainly without having a chance to talk to each other and  
24 talk to their clients, so I'm not expecting anybody to give  
25 me an answer now. And we're not going to delay scheduling

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1 for now.

2 Let me emphasize, by the time this call is over  
3 there is going to be a scheduling order. The only question  
4 is whether everybody is going to be on that same train or  
5 not. You know, some people like Optrex may want to be on  
6 that train. They may say I don't want to wait and see how  
7 other people do at resolving the issue. I am ready to go  
8 now, and I want to go now. And I'll count Optrex as one of  
9 the folks that wants to be on a train and that is well and  
10 good. There may be others who are delighted to let others  
11 carry the water and sit back and see what happens.

12 But you folks ought to talk to each other on the  
13 defense side and see if there isn't a more manageable group.  
14 And by "manageable," I'm thinking something not in excess of  
15 five; and less is better; so that we could actually fit in  
16 a courtroom, in this building, and we could actually try a  
17 case to a jury over the course of a reasonable length of  
18 time, a couple weeks, and get a resolution.

19 But I'll leave for another day how we narrow  
20 that. For now, it's enough to say that Optrex is not going  
21 to go it alone and Honeywell's position is impractical and  
22 is rejected. So we're going to go against the manufacturer  
23 defendants; what group remains to be seen; and we're going  
24 to get ourselves a schedule in place.

25 With that as background, I assume that everybody

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1 has the form of order in front of them. Mr. Grimm was good  
2 enough to send over a March 8th letter. And it's Docket  
3 Item 160. I'm looking at that and at the attachment, and  
4 we'll go through this together now.

5 First, hold on just one moment.

6 (Pause.)

7 THE COURT: Looking at paragraph 1, I was  
8 delighted to see the word "agreed" after that; delighted and  
9 surprised.

10 Looking at paragraph 2, I recognize that the  
11 manufacturer defendants would like to hold Honeywell's feet  
12 to the fire, but let me ask if anybody feels like they need  
13 to speak to this position beyond the fact that I see you  
14 have a different view on it. Mr. Lueck, I'll give you a  
15 chance to speak on that, if you want.

16 MR. LUECK: Your Honor, simply that given the  
17 scope of the case and the difficulty that we've had in  
18 getting information rapidly; and I'm attaching no  
19 characterization of that whatsoever; we think that the  
20 later date makes sense to insure that we have all of  
21 the issues that can be corralled, corralled.

22 THE COURT: All right. Do we have a single  
23 voice for the manufacturer defendants here on this?

24 MR. ROVNER: Your Honor, it's Phil Rovner again.  
25 We believe that given the amount of time that has transpired

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1 stretch it out.

2 THE COURT: All right. Optrex, now that you  
3 are aware that you are going to be dealing with a  
4 consolidated case and go to trial with others, does that  
5 alter your position on the discovery limits?

6 MR. KELLY: Your Honor, this is Dick Kelly.  
7 Absolutely not. We believe that Honeywell is too short.  
8 With all due respect to the manufacturing defendants, theirs  
9 is too long.

10 THE COURT: All right. Mr. Rovner.

11 MR. ROVNER: Your Honor, we disagree with both  
12 Mr. Kelly and Mr. Lueck. What we have done with multiple  
13 manufacture defendants, he has given Honeywell the amount  
14 of time that they have requested in terms of taking party  
15 discovery and taking third-party discovery, but what our  
16 proposal has done, as you can see, is it has given us the  
17 great number of manufacturer defendants more discovery than  
18 what Honeywell thought we were entitled to and I guess  
19 what Optrex now believes. But we feel it is absolutely  
20 necessary.

21 It is very difficult to coordinate discovery  
22 and we've undertaken to do that. And the idea that at this  
23 point in time, Honeywell tells us what we can take and what  
24 we can't take, we think that it's premature. This patent  
25 has been out there for over 10 years. There are witnesses

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1 so far, that the May 26th 2006 date is reasonable, very  
2 reasonable; but I guess a lot depends on the scheduling that  
3 we're going to set while we're on this call this morning,  
4 where it fits into the overall scheme.

5 THE COURT: All right. Just a moment, please.

6 (Pause.)

7 THE COURT: All right. I'm going to come back  
8 to that at this point.

9 Let's turn to the discovery issue which has  
10 been the subject of additional letters by both sides and  
11 commentary within the docket item. And I think I have  
12 everybody's position on this so let's keep this short.

13 Mr. Lueck, is there anything else you need to  
14 say other than what is in the papers?

15 MR. LUECK: Well, Your Honor, we didn't argue  
16 the point in our letter. The only points I would make  
17 is that we do not believe more discovery of the defendants  
18 will burden each of the defendants in that we will be  
19 taking discovery that is specific to the defendants and  
20 likely of no interest to others, much like the Matsushita  
21 motion that is pending. Conversely, every hour of  
22 deposition that the defendants take of Honeywell is an  
23 hour of deposition that generally will benefit all and we  
24 believe that our proposal reflects that, affords people  
25 what they need to take discovery and doesn't unduly

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1 that are all over the place. And we need, at least at this  
2 point in time, we need the ability to go out and take the  
3 depositions that we feel we absolutely have to take.

4 There is no desire on the part of any  
5 manufacturer defendants to take more depositions than are  
6 necessary. There is certainly no desire to take duplicative  
7 discovery. And I have a feeling that if we start taking  
8 duplicative discovery, Honeywell's counsel is going to be  
9 before you. So at this point in time, we believe that our  
10 proposal is what we feel we need at this time. Maybe we  
11 can adjust it down; but at this point, we think that we  
12 certainly need that and we feel the issues that are specific  
13 to defendants need more time.

14 THE COURT: All right. Well, we're going to go  
15 with the manufacturer defendants' proposal. It's impossible  
16 for me to say precisely whether they're overreaching but I  
17 have read the positions, heard your argument and it strikes  
18 me that this is a case that is complicated enough and old  
19 enough, long enough in the tooth that there is going to be a  
20 substantial amount of third-party discovery going on.

21 So you've heard the invitation, Mr. Lueck. If  
22 they're getting out of line, you can seek the Court's  
23 assistance in dealing with any problem in that regard.  
24 And I endorse that. But we'll go with those limits the  
25 manufacturer defendants have laid out.

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1 All right. The discovery cutoff. Of course,  
2 3b, glad to see people agreed on that.  
3 3c, we had a disagreement on the discovery  
4 cutoff as well. And I have the parties positions on this I  
5 think pretty well in mind. We're going to go ahead and set  
6 the May 30th deadline -- May 30th, 2007 as the discovery  
7 cutoff.

8 And in that regard, let me tell you that I  
9 think that the appropriate limit for amending is going to be  
10 some months ahead of that. December is too near in time to  
11 that, Honeywell, and the date proposed by the manufacturer  
12 defendants and Optrex is too close. So I'm picking  
13 arbitrarily -- well, not entirely arbitrarily. I think this  
14 is a fair date to pick -- July 7, 2006 as the date that you  
15 should plug into paragraph 2 as the date to join other  
16 parties or amend pleadings.

17 I'm happy to see that 3d is agreed to. However,  
18 there is a concern here about Honeywell's suggested addition  
19 in that regard. So, Mr. Rovner, are you still speaking on  
20 behalf of the manufacturer defendants?

21 MR. ROVNER: Yes, Your Honor.

22 THE COURT: Go ahead and explain to me the  
23 opposition. And I'll give you a chance to --

24 MR. ROVNER: It's very simple. We don't believe  
25 it's necessary. We believe that Your Honor's way of doing

1 and to make it easier for your chambers to get one uniform  
2 response is I think the only way to go and that takes time.  
3 And that's the only reason that we put those extra days in  
4 there, because it's really a chore to coordinate. I can  
5 tell you, just based on preparing for this call.

6 THE COURT: Mr. Kelly, I take it you agree?

7 MR. KELLY: Absolutely, Your Honor.

8 THE COURT: All right. I agree as well. This  
9 is not the typical case so we'll give you the extra time.  
10 And I'm going to take that statement that you have made  
11 there, Mr. Rovner, to heart which is I'll be getting a  
12 coordinated response and not getting 18 or 20 different  
13 letters from defendants.

14 MR. ROVNER: We're trying, Your Honor.

15 THE COURT: Okay. I'm happy to see there was  
16 agreement on the various points up to paragraph 6. Let me  
17 put you on hold for just a moment.

18 (Pause.)

19 THE COURT: When we get to paragraph 7, I'm  
20 going to have to shift things a little bit on you. The  
21 interim status conference is going to be, fittingly, on  
22 Halloween. We're going to scare each other on October 31,  
23 2006 at 4:30 p.m.; and this is going to be an in-person  
24 conference. So the order will need to be changed in that  
25 regard. I'll look forward to seeing people in my courtroom

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1 things in other cases is appropriate here. And we don't  
2 believe that what they have asked for here is necessary.

3 THE COURT: Mr. Kelly? Mr. Kelly for Optrex.

4 MR. KELLY: Your Honor, I agree with Mr. Rovner.  
5 We believe that 90 days is more than enough.

6 THE COURT: All right. Mr. Lueck.

7 MR. LUECK: Simply put, Your Honor, I think it's  
8 an additional point that, although not obviously in every  
9 patent case, will help the issues, help the parties to focus  
10 the issues, know what is coming up and hopefully streamline  
11 the issues that have to be presented and the expert  
12 discovery as well. This could be voluminous.

13 THE COURT: All right. Well, we're going to go  
14 with my standard. It's a 90-day.

15 Discovery disputes. Now, there is some feeling  
16 here that you need some additional time for putting stuff  
17 together. What is the issue there? Mr. Lueck, I'll give  
18 you the ball first on this one.

19 MR. LUECK: I believe, Your Honor, the 48 hours  
20 is the standard turnaround time; and we're fine with that.

21 THE COURT: Okay. Mr. Rovner.

22 MR. ROVNER: Your Honor, in this situation we do  
23 feel that we need to have a little bit of variation from  
24 your standard order just because of the number of defendants  
25 that we have to coordinate and make it easier for Honeywell

1 on October 31st; okay? At 4:30.

2 And that I will need your status reports no  
3 later than October 24th. And, of course, a coordinated  
4 response on behalf of the defense would be appreciated to  
5 the extent that is possible.

6 Let's talk about the tutorial. What is the  
7 nature of the problem or disagreement here, Mr. Lueck?

8 MR. LUECK: Your Honor, the dates on the one  
9 hand, and then simply that Honeywell proposes that the  
10 parties be permitted to submit a videotape of no more than  
11 30 minutes at the hearing. This would be something in the  
12 nature of an animation to explain the technology.

13 THE COURT: All right. Mr. Rovner.

14 MR. ROVNER: Your Honor, other than the date,  
15 our point only is that the tutorial is what Your Honor  
16 requests all the time and this seems like a double tutorial.  
17 They can videotape what they present in court. I thought,  
18 we thought that is what Your Honor wanted. This just  
19 seems like two tutorials and that is just really our  
20 objection.

21 THE COURT: All right. Well, two for the price  
22 of one. The short answer is if they want to come into court  
23 and use their time to play a video and answer questions,  
24 that's okay with me.

25 As far as the date goes, we're going to go ahead



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1 and do this on December 22nd, 2006 and we'll pick it up at  
2 9:30 a.m.

3 All right. Looking at case dispositives. In  
4 this instance, we're going to go with the June 30th date.  
5 June 30, 2007. And the briefing you proposed on the  
6 Honeywell and the manufacturer defendants' side is fine.  
7 That's the route we'll go there.

8 Similarly, we'll go with the November 9, 2006  
9 proposal that Honeywell and the manufacturer defendants have  
10 agreed on for paragraph 11.

11 Looking at paragraph 12, our hearing on these  
12 matters is going to be -- excuse me. That's just paragraph  
13 13. Our hearing on these matters is going to be on August  
14 30th, 2007. We'll have that beginning at 9:30 a.m.

15 Now, looking down at paragraph 15. I'm going to  
16 set this for a pretrial conference on December 17, 2007 at  
17 4:30 p.m.

18 That means I'm going to need a form of pretrial  
19 order, final pretrial order no later than November 16, 2007.

20 All right. As to the issue in paragraph 16, why  
21 don't you explain to me your position. I think it's kind of  
22 obvious but I will go ahead and take your position on the  
23 record, Mr. Rovner. And Mr. Kelly, I'll let you join in or  
24 disagree, as you choose, for Optrex on handling motions in  
25 limine; which Honeywell, I take it, proposes to handle as I

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1 typically do and you guys do not. Go ahead.

2 MR. ROVNER: Your Honor, this is Phil Rovner.  
3 Actually, my feeling was that Honeywell was trying to  
4 deviate. They wanted more coordination than we're required  
5 to do. We're certainly going to try to make this a  
6 coordinated response. And certainly if you narrow the trial  
7 group, it's much more, it's obviously more doable to get a  
8 single five-page motion in limine. But I think we would  
9 want the ability or the defendant could want the ability to  
10 add a page or two if their issues are different. Certainly,  
11 it's the same global motion but if there is a certain fact  
12 or two that plays to an individual defendant, they would  
13 want the right to add to it. We do not want to overpaper  
14 anything at that point at all.

15 THE COURT: Mr. Kelly, do you have anything you  
16 want to add on that?

17 MR. KELLY: No, Your Honor.

18 THE COURT: Mr. Lueck?

19 MR. LUECK: Yes, Your Honor. We wanted to try  
20 to streamline it as much as possible. We recognize that it  
21 is a departure.

22 THE COURT: Well, it's actually not so much of a  
23 departure in this respect. That typically I'm not dealing  
24 with 18 sets of defendants, so what I'm used to seeing is a  
25 coordinated defense response to a motion in limine from the

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1 plaintiff and not multiple responses. However, I will --  
2 I'm just reluctant to say, yes, go ahead and everybody can  
3 file their own because litigation being what it is, people,  
4 if given an opportunity to speak or write, typically will  
5 take it. And I will get duplicative submissions. And  
6 that's significantly unhelpful.

7 So I will limit it with leave for people to  
8 request an opportunity to file something additional, if they  
9 have something that is truly different than the position  
10 that should be generally or is being generally taken by  
11 other defendants.

12 So let me ask you if you folks would wordsmith  
13 that concept, if you understand what I'm getting at. Are  
14 you with me, Mr. Rovner?

15 MR. ROVNER: Yes, I am, Your Honor.

16 THE COURT: And, Mr. Lueck, if you understand  
17 what I'm getting at, then you folks ought to be able to come  
18 up with the language that would fit in paragraph 16 on that  
19 point, please.

20 MR. LUECK: Yes, Your Honor. We'll do so.

21 THE COURT: All right. Now, let's talk about  
22 trial. Why don't I hand the ball to you first, Mr. Lueck,  
23 to make your pitch on behalf of the position you folks have  
24 taken.

25 MR. LUECK: Our view of it, Your Honor, is there

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1 are more common issues than the defendants recognize and  
2 that coming into this we now have 18 groups. Seventeen of  
3 the 18 agreed to speak with one voice on this issue except  
4 with respect to the infringement claims. And looking at  
5 what we believe will be the issues in claim construction,  
6 the resolution of a large bulk of those issues, we simply  
7 would go back to our point that we do believe that the ball  
8 can be advanced in a simpler fashion than is being right  
9 now as to those issues.

10 The other aspect of this is, Your Honor, that  
11 there is a 271 issue out there as to whether the defendants  
12 are going to come in and claim that there is no meaning to  
13 this trial because they, themselves don't enforce their  
14 manufactured products into the United States. And that's  
15 why we believe it's important to deal with that infringement  
16 issue, so that we can connect that up with the customer  
17 defendants.

18 THE COURT: Well, let me ask, are you  
19 suggesting, sir, that if they were to lose at a trial on  
20 validity and unenforceability so that your claims were found  
21 to be valid and enforceable, that you would then somehow not  
22 be in as good a position as -- I mean that somehow affects  
23 your ability to go after people for liability? Help me  
24 understand that. I'm not sure I'm following you.

25 MR. LUECK: I don't know that it means that we

1 can't go after them, Your Honor. It's a question of when  
2 to reach the issues in our view. And the issue on the 271  
3 that I'm trying to explain is that the defendants have not  
4 yet taken a position as to whether they actually put the  
5 products that we're arguing about into the stream of  
6 commerce in the United States. I'm saying that the  
7 infringement trial is a necessary step to that in order  
8 to resolve that issue and actually get the actual products  
9 in front of the Court that have infringed in the U.S.

10 THE COURT: All right.

11 MR. LUECK: And that issue is kind of out there  
12 as a stalking horse right now, and it's one of the reasons  
13 why we believe the structure that we proposed is one that  
14 makes logical sense overall to the resolution of the case.

15 THE COURT: All right. Mr. Rovner, you are  
16 speaking to this again?

17 MR. ROVNER: Well, I was thinking as to how we  
18 were staging this trial and what we were putting forward in  
19 terms of validity/unenforceability and whether we thought it  
20 was a 10-day trial and whether we thought it was -- how much  
21 time we would need following the pretrial conference. I am  
22 not the spokesman on the 271 issue, if that is what you want  
23 to hear first.

24 THE COURT: No, I want to hear on what I asked  
25 about and what you just said your position is. So if you

1 don't have anything to add, that's great, I've read your  
2 position.

3 MR. ROVNER: Our feeling is that -- I can  
4 actually, without having talked to the group, because we  
5 have now got a trial that is going to go on validity and  
6 enforceability issues with four to five defendants, we don't  
7 feel that we're going to need six weeks between the pretrial  
8 and the trial. That was something that we built-in because  
9 of our numbers. And also, we probably would be flexible a  
10 bit on the 10-day trial. But that is really all I would  
11 need to add on that.

12 THE COURT: All right. Mr. Kelly, you've had  
13 separate positions. I'll give you a chance to speak, if you  
14 would like, sir.

15 MR. KELLY: Your Honor, given your decision  
16 there are going to be four or five going together, Optrex  
17 joins with what Mr. Rovner had to say.

18 THE COURT: All right. Well, here is how this  
19 comes down. I'm going to set this for 10 days in the hopes  
20 that it can be done in less, but we'll take 10 trial days  
21 and we'll run the trial from January 28th to February 8,  
22 2008. And, of course, by the time we get to that, we should  
23 be in a position, if things haven't otherwise resolved  
24 themselves, to know exactly who is going to be in that mix.

25 But whoever is going to be in that mix needs

1 to be planning and scheduling around those trial dates,  
2 January 28th to February 8, 2008; 22 hours per side. That  
3 means it's going to have to be coordinated on the defense  
4 side. And I'm taking the defendants at their word that  
5 they've got common issues on these fronts and it can be  
6 coordinated, so it's going to be 22 hours per side:  
7 plaintiffs having 22 and the manufacturing defendants set  
8 having 22.

9 All right. Now, Mr. Grimm, this is kind of a  
10 tall order, I guess, because this is more complicated than  
11 the usual thing; but I would appreciate if you folks on the  
12 plaintiffs' side would take the laboring oar and make sure  
13 that what we've discussed in this call gets into a final  
14 form that is circulated among the parties and everybody  
15 agrees that it accurately reflects what we've discussed  
16 on this call so that you can send that over to me for  
17 signature. All right?

18 MR. GRIMM: We will do that, Your Honor.

19 THE COURT: Okay. I appreciate everybody's time  
20 and attendance. We're finally going to get ourselves a  
21 scheduling order here.

22 I will look forward to hearing from the  
23 Matsushita folks so we can resolve the issue you have raised  
24 in a separate call. I also look forward to hearing from the  
25 parties as soon as practicable about the issue I have raised

1 which has not been resolved, and that is how do we select  
2 this group to go to trial?

3 The thinking of anybody who is not in this group  
4 should be you're on this boat all the way to the point of  
5 pretrial. I mean I'm not absenting people from being  
6 involved in the discovery process, okay? Let me rephrase  
7 that. At least through the discovery process, I expect  
8 people to be involved.

9 When it comes time for case dispositive motions,  
10 and those kinds of things, by then I'm going to want just a  
11 group that we're going to need to deal with. So it would be  
12 a help I'm sure to everybody if we knew sooner rather than  
13 later who that group was going to be.

14 Let me ask you if you've got out -- first, I'll  
15 ask the manufacturer defendants. What is a reasonable time  
16 frame for me to be asking you folks to have some discussions  
17 amongst yourselves to take a position with Honeywell on?

18 MR. ROVNER: Your Honor, this is Phil Rovner.

19 I think that if we can be given about 10 days to talk  
20 amongst ourselves, and then we can -- and I'll initiate the  
21 call with Mr. Lueck and Mr. Woods within two weeks to try to  
22 get discussions going.

23 THE COURT: Mr. Lueck, are you comfortable with  
24 that?

25 MR. LUECK: Yes, that's fine with us, Your

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1 Honor.

2 THE COURT: All right. Then I'll look forward  
3 to hearing from you folks. I'll give you a couple weeks to  
4 deal with it after that. So I'll give you about a month,  
5 and then I would like to hear from people with some kind of  
6 status report that tells me your positions. All right?

7 MR. ROVNER: Your Honor, again this is Phil  
8 Rovner. When you say your positions, you mean in terms of  
9 how we're going to decide ultimately? I just want to make  
10 sure that everyone is aware of what Your Honor wants.

11 THE COURT: Well, what I would like is as much  
12 as you can give me. The ideal would be if I got a letter  
13 that was a joint letter from everybody that said, you know  
14 what? We talked about it and we think these are the four  
15 folks to go to trial first on the schedule that you have  
16 given us. And everybody is in agreement. That would be the  
17 ideal world. But if I'm not going to get the ideal world,  
18 I'd like to at least get some sense of what competing  
19 proposals are or even competing ways to approach the  
20 question because you may disagree on even the appropriate  
21 way to look at this, how do I get to this smaller group.

22 So within a month, that ought to be plenty of  
23 time for even this large group of defendants to speak  
24 amongst themselves and then to speak to Honeywell and for  
25 people's positions to be formulated and put in front of

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1 me, I think.

2 MR. ROVNER: That sounds good, Your Honor.  
3 Thank you.

4 THE COURT: All right. Well, I appreciate  
5 everybody's time and attendance on the call today. I'm  
6 going to put out a short order which simply notes the things  
7 that I have already stated on the record here with respect  
8 to the Nokia motion and the motion to bifurcate that was  
9 submitted by Toshiba, and good enough. We'll hear from you  
10 folks in about a month. Thanks very much.

11 (The attorneys respond, "Thank you, Your  
12 Honor.")

13 (Telephone conference ends at 11:13 a.m.)

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# EXHIBIT K

## FULLY REDACTED

# **EXHIBIT L**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

HONEYWELL INTERNATIONAL INC. and )  
HONEYWELL INTELLECTUAL PROPERTIES INC., )

Plaintiffs, )

v. )

C.A. No. 04-1338-KAJ

APPLE COMPUTER, INC., et al., )

Defendants. )

**PLAINTIFFS' FIRST SET OF INTERROGATORIES TO  
MATSUSHITA ELECTRIC CORPORATION OF AMERICA**

PLEASE TAKE NOTICE that, pursuant to Rules 33 and 26 of the Federal Rules of Civil Procedure, Plaintiffs Honeywell International Inc. and Honeywell Intellectual Properties Inc. (collectively referred to herein as "Honeywell" or "Plaintiff") hereby request that you answer the following interrogatories within thirty (30) days of the date of service of these requests upon you.

**INSTRUCTIONS**

1. Answer each and every interrogatory separately and fully, including each subdivision thereof, unless it is objected to, in which event the reason for all objections shall be specifically and separately stated. Where a complete answer to an interrogatory is not possible, the interrogatory shall be answered to the extent possible and a statement shall be made indicating why only a partial answer is given.

2. In the event that any document or part thereof subject to this request is withheld on the basis of a claim of privilege, you shall furnish to Honeywell a list identifying each document withheld, together with the following information:

a. A statement of the nature of the privilege upon which you base any objection to disclosure;

b. The name, job title, and last known address of each person who received or otherwise had access to the document involved or copies thereof, or with whom the document was discussed;

c. The subject matter of the document in question;

d. The date of the preparation of the document; and

e. The author(s) of the document.

3. If any "communication," "conversation," or "statement" is withheld under a claim of privilege, please furnish a list identifying each such communication, conversation or statement for which the privilege is claimed together with the following information:

a. The date of such conversation, communication, or statement;

b. The place at which it occurred and the medium involved;

c. The identity of each person involved, together with his or her job title at the time of the communication;

d. The subject matter and nature of the conversation, communication or statement;

e. The basis on which the privilege is claimed; and

f. Whether any non-privileged matter was contained in the conversation, communication, or statement.

### **DEFINITIONS**

For purposes of these interrogatories, the following terms shall have the meaning set forth below.

1. The terms "Plaintiff" or "Honeywell" shall mean Honeywell International Inc. and Honeywell Intellectual Properties Inc., including officers, agents, employees, and representatives of each entity.

2. The terms "Matsushita Electric Corporation of America," "you," or "your" shall refer to Matsushita Electric Corporation of America and include, without limitation, your divisions, subsidiaries, directors, agents, representatives, and employees and any predecessor with an interest.

3. The term "Complaint" shall mean the Complaint and any Amended Complaints filed by Plaintiff in this action.

4. The term "Named Defendants" shall mean the defendants named in Honeywell's Complaints and any Amended Complaints in the Honeywell actions (C.A. Nos. 04-CV-1337, 04-CV-1338, 04-CV-1536 and 05-CV-874).

5. The phrase "referring or relating to" as used herein, includes, but is not limited to, the following meanings: bearing upon, concerning, constituting, discussing, describing, evidencing, identifying, in connection with, pertaining to, respecting, regarding, responding to, or in any way logically or factually relevant to the matter described in the request.

6. The term "Person" shall mean any individual, partnership, incorporated or unincorporated association, and any other legal or commercial entity.

7. The term "Date" shall mean the exact day, month and year, if ascertainable, or, if not, the best available approximation, including relationship to other events.

8. The term "Document" shall mean all writings of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made



on such copies or otherwise as contemplated by Fed. R. Civ. P. 26 in any form, whether on paper, in electronic form, on microfilm, or otherwise.

9. The term "Identify" when used in reference to a person means to provide the following information:

- a. Full name;
- b. Present or last known address; and
- c. Present or last known telephone number.

10. The terms "'371 patent" and "patent-in-suit" shall mean United States Patent No. 5,280,371 entitled "Directional Diffuser For A Liquid Crystal Display."

11. The phrase "lens array" shall mean a structure that includes an array of light refracting features.

12. The phrase "Accused Structure" shall mean a liquid crystal display ("LCD") module that contains a light source, an LCD panel, and two lens arrays, one of which is misaligned.

### **INTERROGATORIES**

#### **INTERROGATORY NO. 1:**

Identify by trade name and model name or number, including any internal identification numbers or parts numbers, each and every Accused Structure that you make, use, sell, have made, or offer for sale from October 1998 to the present. For each Accused Structure, identify the date on which the model was first offered for sale or sold to others and identify any affiliated entity that is involved in the manufacture, distribution and/or sale of the Accused Structure.

**INTERROGATORY NO. 2:**

For each Accused Structure identified in Interrogatory No. 1, identify by model name or number which Accused Structures were supplied to which Named Defendant(s) from October 1998 to the present.

**INTERROGATORY NO. 3:**

For each Accused Structure identified in response to Interrogatory No. 1, identify the person or entity who supplied the Accused Structure to you and all persons or entities involved in the manufacturing of the Accused Structure, including but not limited to any Original Equipment Manufacturer ("OEM"). For each person or entity, provide the name, address, and relationship to you.

**INTERROGATORY NO. 4:**

Describe all efforts by you, your suppliers, or others acting on your behalf to design around the '371 patent.

**INTERROGATORY NO. 5:**

For each Accused Structure identified in response to Interrogatory No. 1 that you contend does not infringe the '371 patent, specify each claim element or limitation that allegedly is not met by the Accused Structure, the factual bases for that contention, and the three persons most knowledgeable about those facts. Your response may take the form of a claim chart.

**INTERROGATORY NO. 6:**

If you contend that any claim of the patent-in-suit is invalid, identify the specific statutory bases for the invalidity (e.g., 35 U.S.C. §102(a)), the factual bases for that contention, your alleged definition of the field of relevant art, your alleged definition of the level of ordinary skill in that relevant art at the time of the invention, any allegedly invalidating prior art or

publications, where each element of the claim is found in the prior art or publications, and the three people most knowledgeable about the factual bases for your contention. Your response may take the form of a claim chart.

**INTERROGATORY NO. 7:**

State whether you have conducted, caused to be conducted, or received any information regarding any search, study, evaluation, investigation, opinion, advice, or assessment of the infringement, validity or enforceability of the '371 patent. If the answer is affirmative, with respect to each, identify the date it was requested, the identity of the person who requested it, the date on which it was received, the identity of the person who provided it, the identity of all persons who received it, the identity of all persons who performed the study, the form in which it was received (e.g., oral or written; draft or final), any documents that set forth its result, any prior art located or discussed in it, and whether you intend to rely upon it as a defense to Honeywell's claim of willful infringement.

**INTERROGATORY NO. 8:**

State the date on which you first learned of the '371 patent, the identity of who at your company first learned of the patent, and the circumstances under which you first learned of the '371 patent.

**INTERROGATORY NO. 9:**

For each Accused Structure identified in response to Interrogatory No. 1 state separately by year the total number of units purchased or manufactured by you, the actual or average manufacturing cost per unit or actual or average per unit sales price, your total gross profits from the product, your net profits before taxes for the product and your net profits after taxes from the product.

**INTERROGATORY NO. 10:**

For each Accused Structure that you manufacture, distribute and/or sell, state all reasons why you rotate at least one of the lens array(s), state whether you have tested other angles of rotating the lens array(s), and if so, state why you chose to use the angle of rotation currently being used.

**INTERROGATORY NO. 11:**

Identify all communications between you and your customers regarding this lawsuit, including but not limited to communications regarding indemnification, infringement, the '371 patent, and efforts to comply with Judge Jordan's October 7, 2005 Order.

**INTERROGATORY NO. 12:**

With regard to your responses to REQUESTS FOR ADMISSION NOS. 1-21, for each request to which you admit, identify by model number each module that was sold in the United States and state the number of each such modules sold.

**INTERROGATORY NO. 13:**

State all facts relevant to your contention, if you so contend, that your sales of the Accused Structures identified in response to Interrogatory No. 1 are beyond the territorial limits of 35 U.S.C. § 271(a).

MORRIS, NICHOLS, ARSHT & TUNNELL LLP



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March 29, 2006

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CERTIFICATE OF SERVICE

I certify that on March 29, 2006, I caused to be served true and correct copies of the foregoing on the following by hand:

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I also certify that on March 29, 2006, I caused to be served true and correct copies  
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